N. C. 163, 52 S. E. 666, 3 L. R. A. (N. S.) 174. In support of the first point see *Greenslade* v. *Dare*, 20 Beav. 289; *Odom* v. *Riddick*, 104 N. C. 515, 520, 10 S. E. 609, 17 Am. St. Rep. 686, 7 L. R. A. 118; *Logan* v. *Vanarsdale*, 27 Ky. Law Rep. 822, 86 S. W. 186. The federal courts take the opposite view and lay down the doctrine that the deed of a person non compos mentis is absolutely void, and consequently a bona fide purchaser from the grantee of the insane grantor takes no title. *German Savings & Loan Society* v. *De Lashmuth*, 67 Fed. 399. Also see *Hull* v. *Louth*, 109 Ind. 315, 10 N. E. 270, 58 Am. Rep. 405; *Gray* v. *Turley*, 110 Ind. 254, 11 N. E. 40; *Wilkinson* v. *Wilkinson*, 129 Ala. 279, 30 South. 578; *Galloway* v. *McLain*, 131 Ala. 280, 31 South. 603; *Van Dennison* v. *Sweet*, 51 N. Y. 378. Again, the mortgagees of the grantee of an insane person cannot be considered bona fide purchasers, so as to uphold the deed. *Rogers* v. *Blackwell*, 49 Mich. 192; *Hovey* v. *Hobson*, 53 Me. 451, 89 Am. Dec. 705. The insane grantor is required to restore only the benefits which he has received from the transaction and the grantee of the grantee of the insane grantor must rely on the covenants of his deed for restitution. *McKenzie* v. *Donnell*, 151 Mo. 461, and in some cases the grantor need make no restitution at all. *Crawford* v. *Scovell*, 94 Pa. St. 348, 39 Am. Rep. 766. It is absurd to annul the bargain because of mental incompetency, and yet to require the insane grantor to manage the proceeds so wisely that they will be forthcoming at the time of annulment. *Dewey* v. *Allgire*, 37 Neb. 6, 55 N. W. 270, 40 Am. St. Rep. 468.

INSURANCE—EFFECT OF SUICIDE.—Deceased killed himself at a time when he was, as found by the jury, insane. In an action on his insurance policy, which provided that if death occurred through self destruction, whether while sane or insane, all claims should be null and void, *Held*, the beneficiary could recover. *Fraternal Relief Ass'n* v. *Edwards* (1911), — Ga. App. —, 70 S. E. 265.

In legal contemplation suicide or culpable self destruction during a period of insanity is impossible, hence no matter what the wording of the policy may be it is not avoided by such a death. A more puzzling question is presented when a sane man commits suicide. The supreme court considered this problem in *Ritter* v. *Mut. L. Ins. Co.*, 169 U. S. 139, and concluded that the policy was avoided. This conclusion is based on four propositions: (1) An implied condition in the contract against self destruction. (2) Death from suicide was not contemplated by the parties. (3) Payment of the policy under such conditions would be contrary to public policy, as tending to encourage self destruction, and even if expressly provided for, payment would be prevented. (4) Reasoning from analogy, a fire insurance policy is vitiated when the owner burns the building. The case of *Campbell* v. *Supreme Conclave, Etc.*, 66 N. J. L. 274, takes issue with the supreme court and attempts to answer the propositions advanced. This court says: (1) Suicide is not impliedly excepted since (a) there are no implied exceptions in favor of the insurer and (b) the history of insurance shows that suicide is covered. (2) Suicide was contemplated, or at least reckoned with by the insurer in fixing the rate since the mortality tables include suicide as a risk as well as acci-

dent or disease. (3) It is not against public policy since (a) suicide is not a crime and (b) public policy is fully as interested in having debts paid, wives and children provided for and contract obligations fulfilled. It may be true that suicide is not technically a crime yet it is equally as hostile to public policy. As to the second contention (b) we do not see how a court can seriously propound it. (4) The argument from the analogy of fire insurance is well met by showing that (a) fire insurance is indemnity, life insurance is not, (b) a fire may never occur, death is certain, and (c) by fire, the culprit himself gains, by death he does not. A gain to others, however, may be as urgent or even more so to the insured than the possibility of gain to himself. The propositions as to an implied contract and as to suicide being reckoned with, would seem to be well covered by the compiling of the mortality tables; the analogy between fire and life insurance is not strong, but the question of public policy is a pointed one, which the New Jersey court does not meet, nor does a satisfactory rebuttal seem possible. Indeed, in the principal case a statute of the state forbade the enforcement of a term in the policy providing for payment in case of a "sane suicide" under certain conditions. As to the exact loss suffered by the insurer by the premature death: this could be easily figured by estimating the period of expectancy of the deceased and reckoning it according to assessments or premiums payable during this period. There is another element, perhaps, that would have to be added, the possibility of the policy lapsing, but that possibility would also seem capable of reckoning.

INSURANCE—REMEDY OF INSURED UPON WRONGFUL CANCELLATION BY THE INSURER.—Plaintiff surrendered his policy in defendant company upon an agreement that a new policy would be issued to him containing certain agreed terms, but after the surrender of the old policy the insurer refused to issue the new policy upon the agreed terms, and also refused to renew the old one. In an action for damages for the wrongful cancellation, *Held,* that the plaintiff could recover the pecuniary loss sustained, that is, the value of the policy at the time of cancellation. *Supreme Lodge Knights of Pythias* v. *Neeley* (1911), — Tex. Civ. App. —, 135 S. W. 1046.

Three remedies are open to the insured when his policy is wrongfully cancelled. He may (1) continue to tender the premiums or assessments as they fall due, and upon the accruing of liability, the amount of the policy, less the premium due with interest, may be recovered; (2) secure re-instatement through an equitable action; (3) bring a suit for damages. In the latter case there has been considerable conflict as to what damages are recoverable. One line of decisions holds that since the insurer is at fault, the insured should be allowed to recover all the premiums with interest. Perhaps the leading cases for this proposition are *McKee* v. *Phoenix Ins. Co.,* 28 Mo. 383, 75 Am. Dec. 129, and *Braswell* v. *Am. L. Ins. Co.,* 75 N. C. 8. That the insured has received a real benefit from the fact that he has been insured during the continuance of the policy is not denied. A recovery of all the amount paid with interest denies the company any return for this protection, and hence adds a punitive element to the damages sustained through the mere